

1 Stephen D. Finestone (125675)
2 Jennifer C. Hayes (197252)
3 Ryan A. Witthans (301432)
4 FINESTONE HAYES LLP
5 456 Montgomery Street, 20th Floor
6 San Francisco, California 94104
7 Telephone: (415) 616-0466
8 Facsimile: (415) 398-2820
9 sfinestone@fhlawllp.com
jhayes@fhlawllp.com
rwitthans@fhlawllp.com

Attorneys for Creditor
Roebbelin Contracting, Inc.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re
PG&E CORPORATION,
Debtor-in-Possession.

Case No. 19-30088-DM
Chapter 11
Hon. Dennis Montali

In re
PACIFIC GAS AND ELECTRIC
COMPANY,
Debtor-in-Possession.

Case No. 19-30089-DM
Chapter 11
Hon. Dennis Montali

**ROEBBELEN CONTRACTING, INC.'S
RESPONSE TO CERTAIN FIRST DAY
MOTIONS**

Date: January 31, 2019
Time: 10:00 a.m.
Ctrm: 450 Golden Gate Ave., 16th Floor
San Francisco, CA 94102

Roebbelon Contracting, Inc. (“Roebbelon”) hereby files its Response to Certain First Day Motions and in support thereof states as follows:

On January 29, 2019, the above-captioned Debtors (the “Debtors”) filed voluntary chapter 11 bankruptcy petitions and seventeen first-day motions, including the Lien Claimants Motion (Dkt. No. 13)¹, the Operational Integrity Suppliers Motions (Dkt. No. 12), the DIP Financing

¹ All docket reference numbers are to Case No. 19-30088.

1 Motion and related Seal Motion (Dkt. Nos. 23, 25), and the NOL Motion (Dkt. No. 10).

2 1. **Lien Claimants Motion:** The Lien Claimants Motion seeks authority for the
3 Debtors to pay prebankruptcy obligations totaling \$54,700,000 owed to providers of maintenance
4 and repair services that may be permitted to assert liens (e.g. materialmen's/mechanics' liens)
5 against Debtors' property and equipment if Debtors fail to pay prebankruptcy amounts owed to
6 those parties.² Debtors seek authority to pay and discharge, on a case-by-case basis, the lien claims
7 that Debtors believe have created, or could give rise to, a lien against Debtors' property or
8 equipment, regardless of whether the lien claims arose prior to or after the bankruptcy filing date.
9 Roebbelan retains lien rights for no less than 99.8% of the amounts owed to Roebbelan by Debtors.
10 Roebbelan supports the Lien Claimants Motion so long as it encompasses the unpaid work
11 Roebbelan completed for Debtors prior to January 29, 2019, which totals approximately
12 \$37,789,503-\$38,789,503 (of which approximately \$6,279,162 is retention). Roebbelan is
13 informed and believes that an as-yet quantified portion of these unpaid, prebankruptcy sums relate
14 to its provision of maintenance and repair services to Debtors with respect to which Roebbelan may
15 be permitted to assert liens, including materialmen's and mechanics' liens against Debtors'
16 property and equipment if Debtors fail to pay these prebankruptcy amounts owed to Roebbelan.
17 To the extent the Lien Claimants Motion seeks to exclude Roebbelan from payment, Roebbelan
18 reserves the right to object to the interim and final relief sought in such Motion and to file an
19 objection to the Lien Claimants Motion.

20 2. **Operational Integrity Suppliers Motion:** The Operational Integrity Suppliers
21 Motion seeks authority for Debtors to pay pre-bankruptcy obligations totaling \$116,200,000
22 (approx. 5.5% of Debtors' total \$2.1 billion trade debt as of the bankruptcy filing) owed to certain
23 vendors, suppliers, service providers, and the like that are deemed by Debtors to be essential to
24 protecting the public health and safety and maintaining the going-concern value and integrity of
25 Debtors' business and operations. Debtors define the "Operational Integrity Suppliers" as
26 companies that fall into three primary categories: (i) companies that provide goods and services

27
28

² The Lien Claimants Motion also seeks authority to pay an additional \$10,800,000 to natural gas shippers and natural gas storage facilities providers.

1 necessary for safe and reliable electric and natural gas service; (ii) companies that provide goods
2 and services related to outages; and (iii) companies that provide goods and services in connection
3 with Debtors' operation and decommissioning of their nuclear reactor power units. Roebbelan is
4 informed and believes that an as-yet unquantified portion of the prebankruptcy amount owed by
5 Debtors to Roebbelan satisfies one or more of the categories specified in the Operational Integrity
6 Suppliers Motion. Roebbelan supports the Operational Integrity Suppliers Motion, to the extent it
7 encompasses those services provided to Debtors by Roebbelan that fall within the scope of the
8 Operational Integrity Suppliers Motion. To the extent the Operational Integrity Suppliers Motion
9 seeks to exclude Roebbelan from payment, Roebbelan reserves the right to object to the interim
10 and final relief sought in such Motion and to file an objection to the Operational Integrity Suppliers
11 Motion.

12 3. **DIP Financing Motion, Seal Motion, NOL Motion:** Roebbelan is unaware at this
13 time of any objection to the DIP Financing Motion, Seal Motion, and/or NOL Motion. However,
14 in an abundance of caution, Roebbelan reserves its rights to object to these Motions and the relief
15 sought therein.

16 || Dated: January 30, 2019

FINESTONE HAYES LLP

By: Jennifer C. Hayes
Jennifer C. Hayes
Attorneys for Creditor
Roebbelin Contracting, Inc.